

Ventura CSD

Ventura EA

7/1/2006 6/30/2007

# MASTER CONTRACT

BETWEEN

VENTURA EDUCATION ASSOCIATION

AND

VENTURA COMMUNITY  
SCHOOL DISTRICT

FOR THE SCHOOL YEAR

2006-2007

VENTURA, IOWA  
50482

## **ARTICLE 1: PREAMBLE**

The Board of Directors of the Ventura Community School District, Ventura, Iowa, hereafter referred to as the "Board," and the Ventura Education Association, affiliated with the I.S.E.A. and the N.E.A., hereafter referred to as the "Association," recognize that the aim of the public schools is to provide a quality education program for children and youth of the School District. The parties further recognize that attainment of this educational objective is a joint responsibility of the Board, and Administration and supervisory staff, the professional teaching personnel of the District, the parents of the students and the community at large.

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:

## **ARTICLE 2: RECOGNITION**

- 2.01 It is hereby ordered by the Board that the Ventura Education Association should be and hereby is designated and certified by this Board to be the exclusive bargaining representative for the employees of the Ventura Community School District, a public employer, in the following bargaining unit:

Included: All full-time and regular part-time certified employees, including classroom teachers, librarians, guidance counselors, nurses and Title teachers.

Excluded: Superintendent, principals, all nonprofessional employees and other employees excluded by Section 4 of the Act.

- 2.02 Employees shall be defined as those individuals included in the certification set out in Article 2.01.

## **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.01 It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Directors which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

## **ARTICLE 4: ASSOCIATION RIGHTS**

- 4.01 The Association shall have the right to hold a reasonable number of meetings on School District property after regular school hours provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the District resulting from such meetings will be borne by the Association. Such meetings will be scheduled with the Superintendent.
- 4.02 The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the business on behalf of the members. All material so disseminated through school channels shall relate only to the Association's official business.
- 4.03 The Association shall be provided with a bulletin board approximately 2'X2' in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all material posted will relate only to the Association's official business as negotiating agent of the teaching staff.
- 4.04 The Association may use the copying machines presently located in the teachers' lounge for a reasonable amount of Association material. The Association shall pay the District the cost of supplies and paper used.
- 4.05 Association Leave. Up to two (2) persons, selected by the Association, per year may take two (2) days leave per year with pay to attend the I.S.E.A. Delegate Assembly. The Association shall pay to the Board the cost of hiring substitutes when used. Request to take leave shall be in writing, seven (7) days in advance of the date leave is requested.

## **ARTICLE 5: GRIEVANCE PROCEDURES**

- 5.01 A grievance shall mean only a claim that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- 5.02 A. Every teacher or group of teachers covered by this Agreement shall have the right to present grievances in accordance with these procedures.
- B. The failure of a teacher to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- C. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.
- 5.03 A. First Step. An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal.
- B. Second Step. If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the Second Step must be within twenty (20) contract days from the date of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within ten (10) school days after receipt of the grievance.
- C. Third Step. In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved teacher shall file, within five (5) school days of the principal's written decision at the Second Step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the Third Step grievance meeting and communicate it in writing to the teacher and the principal.
- D. Fourth Step. If the grievance is not resolved satisfactorily at Step Three, there shall be available a fourth step of impartial arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) days from receipt of the Step Three answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two (2) parties within seven (7) days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within seven (7) days, the Federal Mediation Commission will be requested to provide a panel of seven (7) arbitrators. Each of the two (2) parties will alternately strike one (1) name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

Expenses for the arbitrator's services shall be borne equally by the School District and the Association. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

- 5.04 If the Association or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.
- 5.05 The employee, or group of employees, administration or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on his or her behalf.

## **ARTICLE 6: SCHOOL DAY**

- 6.01 The normal workday for full-time employees begins thirty (30) minutes before classes start and ends twenty (20) minutes after school. All full-time employees will have a duty-free lunch period of twenty (20) minutes and a minimum of forty (40) minutes of preparation time or a minimum of eighty (80) minutes every two (2) days. Every two (2) days a teacher will receive at least thirty (30) minutes of consecutive minutes of preparation time. Part-time employees teaching half time or more shall have a duty-free lunch period of twenty (20) minutes and a minimum of forty (40) minutes of preparation time or a minimum of eighty (80) minutes every two (2) days.
- 6.02 Teachers shall be allowed to leave after the school buses have departed on the last school day of each week if the minimum requirements for the school day have been met as stated in Chapter 12 of the Iowa Code.
- 6.03 Non-student contract days shall not exceed eight (8) hours in length.
- 6.04 The administration may extend the normal workday for parent-teacher conferences or other reasons for reasonable periods not to exceed one meeting per month. Teachers will be dismissed from in-service training at 3:35 PM.
- 6.05 Extracurricular assignments and duties beyond the workday shall be on an equitable basis.
- 6.06 Teachers with previously scheduled assigned duties which conflict with administrative extension of the normal workday shall not be required to attend unless relieved of other assigned duties.
- 6.07 Any teacher new to the Ventura Community School system will work and be paid for an additional day prior to regular in-service or contract day at the beginning of the school year. This is to better orientate and prepare the new teacher by thorough review of school rules and procedures and operation of equipment.

## **ARTICLE 7: School Year**

- 7.01 The school calendar, in its entirety, will be determined by the Association and the Board with input from the teaching staff. The school year will consist of 180 days of instruction and three staff development days for a total of 184 days.
- 7.02 School will not be held on the following days:
- |               |                  |                     |
|---------------|------------------|---------------------|
| Labor Day     | Thanksgiving Day | Memorial Day        |
| Christmas Day | New Year's Day   | Monday after Easter |
| Good Friday   | Easter           | January 2           |

## **ARTICLE 8: TRANSFERS**

- 8.01 Transfer shall be defined as the movement from one building to another.
- 8.02 Notice of vacancies of the District shall be posted in the Superintendent's office and in the faculty lounge of each building for the upcoming year within five (5) days following the date established for the return of teacher contracts for the ensuing year.
- 8.03 Employees who desire a transfer or change in subject assignment shall file a written request with the Superintendent for his consideration prior to April 15 setting out his or her qualifications and the vacancy he or she desires to fill.
- 8.04 In the determination of requests for transfer, the philosophy and needs of the District, the qualifications of the employee and the desires of the employee will be taken into account, in that priority order, before any final decisions are made. However, preferential consideration shall be given current employees wherein qualifications of all applicants are relatively equal. When two (2) or more current employees apply and are equally qualified as determined by the Superintendent, then the person with the most seniority shall be selected.
- 8.05 Notice of the disposition of a request with reasons shall be given prior to the end of the school year.
- 8.06 Employer-initiated transfers shall not be made for wholly arbitrary and capricious reason. When practicable, before an employer-initiated transfer is effective, a conference will be held with the affected employee giving reasons for

the transfer. In event a conference cannot be held prior to the transfer, a conference shall be held within five (5) school days of the date of the transfer with the employee.

#### **ARTICLE 9: SENIORITY**

- 9.01 A privileged status attained by length of continuous service in the Ventura School District.
- 9.02 The school district shall provide employees with a list of seniority status at the start of each school year within the first two weeks of school.

#### **ARTICLE 10: IN-SERVICE TRAINING**

- 10.01 An in-service committee, henceforth known as the Design Team, composed of the administrative team, at least one school board member, and at least five (5) teachers, shall be established for the purpose of making recommendations to the Board on the structure and content of the District's staff development program and school improvement initiatives.

#### **ARTICLE 11: PHYSICAL EXAMINATIONS**

- 11.01 A physical examination by a licensed physician is required of all new appointees to the school system. Said examination must be taken not later than the first week of school. The examining physician shall be selected by the employee and the cost, up to eight dollars (\$80.00), shall be borne by the Board.
- 11.02 Tuberculin tests will be required every three (3) years and the cost of the TB test will be paid by the district.
- 11.03 The Board may require, at its expense, a subsequent examination by a physician of the Board's choice, when in its judgment; such an examination is relevant to an employee's performance or status.
- 11.04 The Board shall provide all of its employees the opportunity to participate in its bloodborne pathogens control plan.

#### **ARTICLE 12: REDUCTION OF STAFF**

- 12.01 When, in the sole judgment of the Board of Education, decline in enrollment, reduction of program or any other reason requires reduction in staff among teachers, the administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition, the administration shall base its decision as to resulting contract renewals on the needs of the District, then the relative skill, ability, competence and qualifications of available teachers to do the available work.
- 12.02 The relative skill, ability, competence and qualifications of the available teacher shall include but not be limited to, and on a priority basis, as follows:
  - A. Qualifications for other existing programs.
  - B. Recent training, either formal or practical.
  - C. Length of continuous service in the District.
  - D. Teaching history in the school district, as evidenced by the teacher's evaluations.

In the event all of the foregoing steps have not met the needs of staff reduction and there remain two (2) or more teachers, some of whom must be terminated, the Superintendent will base his decision on the needs of this District.

- 12.03 The Superintendent will provide a written notice of a pending layoff to an employee, as soon as possible, but not later than April 30. Any employee laid off pursuant to this Article may have recall rights to any position for which he or she is qualified for one (1) year from the effective date of his or her layoff and shall be recalled to available positions in inverse order of layoff. An employee desiring right of recall shall file a request for said right in writing with the Superintendent and designate the address at which he or she may be notified at time of layoff. The teacher shall advise the Superintendent of any address change.
- 12.04 In the event a vacancy occurs during the recall period for which the teacher is qualified, the Superintendent shall notify the teacher by certified mail of said vacancy. The teacher shall respond affirmatively within twenty (20)

calendar days of date of mailing the Superintendent's notice. Failure to respond affirmatively within the required time shall result in termination of the teacher's right of recall.

- 12.05 Any employee who resigns upon request or is terminated pursuant to this Article shall be accorded the recall rights provided herein, if requested. In the event a teacher is recalled, he or she shall receive placement on the salary schedule at the step at which they were at the time of termination.

#### **ARTICLE 13: EVALUATION PROCEDURES**

- 13.01 The classroom teaching performance of regular full-time first and second year classroom teachers shall be formally evaluated at least three times and in accordance with Iowa law. Beyond their third year of service, classroom teachers will be up for formal performance review at least once every three years. The above observation of classroom teachers shall be conducted for the purpose of assessing teacher effectiveness. A record of these observations will be as assessed during the observation.
- 13.02 During the opening of in-service training days teachers shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed.
- 13.03 Results of the minimum number of formal classroom observations provided for in Section 13.01, above, shall be in writing, with a copy to be given to the teacher, and shall be preceded by an in-class observation of the teacher's performance. The teacher shall be asked to sign the written evaluation. However, such signature shall only indicate the teacher's awareness of the evaluation and shall not be interpreted to mean agreement with the evaluation.
- 13.04 The evaluator shall have a meeting with the teacher within twenty (20) school days following classroom observation report.
- 13.05 The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file. Complaints directed toward a classroom teacher which are placed in his/her evaluation file shall be called to the teacher's attention in writing within five (5) days.
- 13.06 All formal evaluation of classroom teaching performance of a classroom teacher shall be conducted openly and with full knowledge of the teacher.

#### **ARTICLE 14: INSURANCE**

- 14.01 A group hospital, ltd. and major medical insurance policy, at comparable coverage and mutually agreed upon by the district and the association, will be made available to all employees. The insurance program carriers shall be selected by the Board. Employees desiring to be covered by this insurance will notify the Board in writing. The Board will pay the sum of four hundred ninety-nine dollars and twenty-five cents (\$499.25) per month or the amount of the premium, whichever is lower, to cover the cost of said insurance for each teacher and/or his or her family members covered thereby. The teacher shall pay any additional amount necessitated to pay the monthly premium, which amount shall be deducted on a pro rata basis each month during the teacher's pay period.
- 14.02 Employees enrolled in single coverage health insurance shall have the option of having the difference between their single coverage premium and \$499.25 applied toward a tax-sheltered annuity of the employee's choice. Employees not enrolled in the health coverage program shall have the option of having the difference between the lower cost single coverage health insurance and \$499.25 applied toward a tax-sheltered annuity of their choice. (Article 14.02 is void for the 2006-2007 school year.)
- 14.03 The Employer shall make available for full-time employees dental insurance and will pay the sum of twenty-nine dollars and thirty cents (\$29.30) per month or the amount of the premium, whichever is lower. If employees elect to have the family coverage, they will pay the difference between the family premium and the amount paid by the Employer.
- 14.04 All employees will have their annual disability premium added to their salary and paid through a payroll deduction.
- 14.05 The Board shall pay to have a document plan drawn up to enable employees to have their insurance premiums paid pre-tax.

- 14.07 A cafeteria plan will be made available to all employees that allow employees the option of a pre-tax deduction toward medical and child care expenses.
- 14.08 Employees who have worked for Ventura Schools for 10 consecutive years and have carried family insurance for three consecutive years will receive seventy-five dollars (\$75.00) per month towards the cost of the premium for family insurance.

## **ARTICLE 15: LEAVES**

### **Sick Leave**

- 15.01 All certified employees are allowed sick leave of one hundred twelve and one-half (112.5) hours, granted in fifteen (15) minute increments each year of employment with the district. This time is granted without loss of pay. The employee shall receive a record of accumulated leave each year and sign the office copy to verify its accuracy within ten (10) days of the closing of the school year. Conditions resulting from pregnancy or childbirth shall be treated as any other disability. When a substitute is hired specifically for a teacher absence, the sick leave will be granted in three and three-quarter (3.75) hour increments. The preceding language is good for only the 2006-2007 contract and if not agreed to for the 2007-2008 contract, the language of 15.01 in the 2005-2006 contract will be used.
- 15.02 If an employee does not need to use his/her allotted days during the year, the unused days will be added to his/her allowance for the succeeding year with a total maximum of nine hundred (900) hours. In case of absence for illness or injury in any one year exceeding the aggregate of days allowed for that year, the excess shall be deducted from the employee's accumulated days. If an employee uses his/her maximum of nine hundred (900) hours, they shall also be allowed to use their one hundred twelve and one-half (112.5) hours as granted in Section 15.01. The preceding language is good for only the 2006-2007 contract and if not agreed to for the 2007-2008 contract, the language of 15.01 in the 2005-2006 contract will be used.
- 15.03 If an employee is unable to begin service under his/her contract because of personal illness or injury on the date on which the contract is designated to begin, he/she shall nevertheless be entitled to draw compensation for any unused sick leave he/she may have accumulated from prior years or the current year of service with the District, pursuant to its regulations thereto, payable at the time regular installments are due under this contract, notwithstanding the fact that he/she did not commence actual service under this contract for the school year covered herein.
- 15.04 Except when prevented by circumstances beyond his/her control, the employee must report his/her intention to be absent from duty to his/her principal not later than 6:30 a.m. on the day of absence. Notice should be given on the day prior to the intended absence, or earlier, if possible. The Board may request an examination by the medical examiner of the Board for any sick leave at the time of reported illness. If, in the opinion of the medical examiner, the employee was not sick, 1/184 of the employee's salary may be withheld, and it may be cause for dismissal.
- 15.05 If a teacher expects to return to duty, he/she should, if possible, notify the principal of such intention by 3:00 p.m. on the previous day so that his/her substitute teacher may be released.
- 15.06 Upon retirement, except for discharge because of misconduct or failure to meet District standards, employees will be paid for accumulated but unused sick days at the rate of three dollars (\$3.00) per day with a maximum amount payable of three hundred dollars (\$300.00).

### **Death of Family Member or Friend**

- 15.07 In case of the death of the spouse, significant other, or child of an employee, or of the employee's father or mother, the employee shall be granted up to five (5) days as may be necessary for attendance at the funeral and for any other purpose directly arising out of each death, and no deduction of pay shall be made for the days of absence so granted. In the case of the death of the employee's brother, sister, father-in-law, mother-in-law, grandmother or grandfather, the employee may be granted permission to be absent from duty up to five (5) days, as may be necessary in the opinion of the Superintendent or his designee, for attendance at the funeral and for any other purpose directly arising out of the said death, and no deduction of pay shall be made for the days of absence so granted. In the case of the death of the employee's aunt, uncle, cousin, or close friend, the employee may be granted permission to be absent from duty for two (2) days for attendance at the funeral and for any other purpose directly arising out of the said death, and no deduction of pay shall be made for the day of absence so granted.



**Family Medical Leave**

- 15.08 Teachers have the right to apply for unpaid leave in accordance with the Family and Medical Leave Act (FMLA) with the twelve (12) month period for accumulation of FMLA leave beginning August 1 and ending July 31.

**Educational Leave**

- 15.09 Educational leave may be granted to attend clinics, workshops, labs, coaches clinics, curriculum study groups as related to instructional school work, with the approval of the Superintendent. Leaves with the students will not count against educational leave. Compensation for the meeting and fees shall be as follows:

Meals: by receipt and not to exceed twenty dollars (\$20.00) per day  
Mileage: \$.32 cents per mile round trip when personal car is authorized  
Lodging: by receipt and not to exceed fifty dollars (\$50.00) per day for the first night and fifty dollars (\$50.00) for each additional night, if approved  
Registration Fee: actual cost determined by receipt

**Special Leave**

- 15.10 Each teacher shall be entitled to two (2) days of leave each school year without loss of pay, provided such leave is requested in writing two (2) days prior to the taking thereof. A teacher who has served the district for ten (10) years shall be entitled to a third day of leave without the loss of pay, provided such leave is requested in writing two (2) days prior to the taking thereof. This leave may not be taken the first five (5) days of the school year and the last five (5) days of a semester. Special leave shall not be used in place of educational leave. Special leave may be used sick leave or family emergency leave if all other leave has been used. One day of special leave not used by an employee may be carried over and be used in the following school year.
- 15.11 Additional days of leave with substitute salary deducted from teacher's pay may be granted to a teacher at the sole discretion of the Superintendent. Approved reasons would include, but not necessarily be limited to, taking care of business involving a federal agency, attending the graduation of a child, legitimate personal business purposes that cannot be conducted outside of school hours. The schedule of days available will be as follows: Salary schedule steps one (1) through five (5) will be three (3) days; steps six (6) through nine (9) will be four (4) days; and steps ten (10) and beyond will be five (5) days.
- 15.12 Only two (2) teachers per division K-6 and 7-12 shall be granted a special leave at the same time.
- 15.13 Teachers who do not use personal leave during the contract year will be compensated from a pool of six hundred dollars (\$600.00) divided evenly among the teachers who did not use personal leave during the contract year.

**Temporary Leave**

- 15.14 Short periods of absence during the workday may be granted an employee at the sole discretion of the building principal for urgent personal business that cannot be transacted at another time. The granting or denial of this absence shall not be subject to the grievance procedure of this Agreement.

**Jury and Legal Leave**

- 15.15 Employees who are called for jury service will receive the difference between their pay as jurors and their regular daily rate of pay. An employee called for jury service will notify the Employer within twenty-four (24) hours after notice of call to jury duty and suitable proof of jury service pay must be presented to the Employer. The employee will report to work within one (1) hour on any day when he/she is excused from jury duty during regular working hours. In the event that duty is served outside of Cerro Gordo County, reasonable travel time will be allowed.

**Emergency Family Illness or Injury**

- 15.16 Employees shall be granted leave of absence for emergency or critical illness to an employee's spouse, child, father, mother or birth or adoption of a child. A maximum of five (5) days per year non-accumulative will be available with the cost of the substitute be paid by the Employer. The Employer may request an examination by a doctor chosen by the Board for any leave claimed under this Article. The provisions of the Federal Family Medical and Extended Leave Act shall in no way reduce the benefits in this contract.

Employees shall have the option of using up to five (5) sick leave days per year for leave of absence for emergency or critical illness to an employee's spouse, child, father, mother, or birth or adoption of a child. Sick leave days for family illness leave purposes shall be granted only after all family illness days and special leave days have been exhausted including substitute deduction days for both.

### **Sabbatical Leave**

15.17 Purpose. The Board shall grant an employee a sabbatical leave for the purpose of educational enhancement (including study in another area of specialization) through an accredited college/university; for reasons of extended travel that can be shown to be culturally or intellectually beneficial to the applicant's teaching course load in this District.

Conditions. Sabbatical leave shall be granted to selected applicants, subject to the following:

1. Number of Employees. If there are sufficient qualified applicants, sabbatical leaves shall be granted to only one (1) employee at a time.
2. Requests. Requests for sabbatical leave shall be presented to a jointly established Sabbatical Leave Committee (SLC), which shall determine applicant's qualifications for sabbatical leave in accordance with the requirements it shall prescribe, and which shall include dates for submitting and processing of the application.
3. Minimum Service Qualification. In order to qualify for a sabbatical leave, the employee must have completed at least seven (7) full years of service in this District. In addition, and upon the termination of the sabbatical period, the applicant must agree to return to the District for the period of not less than one (1) year.
4. Pay. An employee on sabbatical leave must be absent for the entirety of the calendar school year for which he/she applied. During said sabbatical period, the employee shall not be paid a salary through the District. Said employee shall be under a service contract with the District while on leave and where permissible through particular carriers, shall maintain all fringe benefits at the cost of the employee for the duration of the leave.
5. Other Remuneration. During the period of sabbatical leave, an employee may engage in remunerative employment and may accept grants and fellowships without reduction in the benefits and provisions of the Article, so long as the applicant can show just need for such.
6. Return. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the appropriate step, reflecting no loss or reduction in seniority; he/she will also be fully reinstated in the District's employee benefit program. For purposes of salary schedule placement, credit will not be allowed for the sabbatical year.

### **ARTICLE 16: DUES DEDUCTION**

- 16.01 Authorization. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Schedule 'D' to be submitted prior to September 15. The Board shall not be required to honor an assignment submitted after September 15.
- 16.02 Regular Deduction. Pursuant to a deduction authorization, the Board shall deduct one-eighth (1/8) of total dues from the regular salary check of the employee each month for eight (8) months, beginning in October and ending in May of each year.
- 16.03 Duration. Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.
- 16.04 Termination. Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefor.
- 16.05 Transmission of Dues. The Board's Secretary shall transmit to the Association's Treasurer the total monthly deduction for professional dues within ten (10) school days following each regular period and a listing of the employees for whom deduction was made.
- 16.06 The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deductions.

### **ARTICLE 17: WAGES AND SALARIES**

- 17.01 The salary of each teacher covered by the regular salary schedule is set forth in Schedule 'A'. All teachers shall be paid according their proper placement on the regular salary schedule set forth in schedule 'A'. A teacher who works

less than full time shall be paid according to the fractional part of the regular instructional day that he or she is contracted to work.

- 17.02 Method of Payment. Each employee shall be paid in twenty-four (24) checks plus one (1) check for the balance due on the contract if the funds are available. Pay periods shall commence September 5. In the event a payday falls on a holiday or during a vacation period, except summer, payment shall be made on the last working day prior to the vacation or holiday.
- 17.03 A teacher may advance a maximum of one (1) step vertically and one (1) step horizontally in the same year providing evidence of additional hours which meets the requirement of the advance application, if submitted to the Board by September 1. Additional hours of credit must be taken from institutions of higher learning which meet the teacher's certification requirements of the Iowa Department of Education. Such credit must also be advance study to further training in the teaching area to which the teacher has been assigned. Teachers meeting requirement of advance application subsequent to September 1 may receive advancement for the second semester if submitted to the Board prior to the start of the second semester.
- 17.04 Credit up to the tenth (10th) step of any salary level on the employee salary schedule will be given.
- 17.05 Longevity Pay. Employees, after having been on the last step of Schedule 'A' for one (1) year, shall receive a salary as set forth by Schedule 'C'. Add \$400 after having been on the last step of Schedule 'C' for one (1) year.
- 17.06 A stipend of \$1,000 will be paid to teachers who attain a master's degree in education, other than administration, annually for three (3) years beginning with the school year following the completion of the master's degree.
- 17.07 An annual stipend of \$1,000 will be paid to teachers who attain National Board Certification.

#### **ARTICLE 18: SUPPLEMENTAL PAY**

- 18.01 Teachers assigned coaching or extra duties as set forth and designated in Schedule 'B' shall be paid in addition to their regular salary the amount as shown on Schedule 'B' for their assignment. This extra duty time shall be assigned by the Superintendent or his/her designee. The Board reserves the right to negotiate with employees the method of payment for an extracurricular activity.
- 18.02 Schedule 'B' as attached and made a part of this contract lists the extracurricular assignments and duties available to employees and which may be assigned to employees beyond the normal workday. Any extracurricular duties not listed on Schedule 'B' may be assigned to teachers in the bargaining unit or to individuals outside the bargaining unit. Any of these duties that are not listed and are assigned to teachers in the bargaining unit will be paid at the applicable Fair Labor Standards Act minimum wage.
- 18.03 Extended Contract Duties. Teachers contracted for extended contract duties beyond the 184-day regular contract period shall be compensated at the rate of 1/184 of their appropriate step on Schedule 'A'. Extra contract duties and time shall be determined and assigned by the Board. A day shall consist of a minimum of seven (7) hours. Drivers Education, if extended beyond the normal workday, shall be paid additional pay on a pro rata portion of 1/184 of the employee's appropriate step on the salary schedule.
- 18.04 Driver Education. The salary for driver education will be paid on a per student basis.

#### **ARTICLE 19: STUDENT TEACHER SUPERVISION**

- 19.01 Monies received from colleges for the purpose of supervising student teachers shall be paid directly to the teacher supervising the student teacher.

#### **ARTICLE 20: FIBER OPTIC NETWORK AND DISTANCE TEACHING**

- 20.01 Teachers assigned to distance teaching shall be provided one (1) month lead time prior to commencement of the program. Appropriate training will be available at no cost to the employee.

## **ARTICLE 21: STUDENT ACHIEVEMENT AND TEACHER QUALITY PROGRAM**

If the Ventura Community School District participates in the Student Achievement and Teacher Quality Program (SF476), the following articles will be used.

### **21.01 Distribution Method**

1. This distribution will be separate from and in addition to the bargained salaries, Phase I and Phase II. Minimum salaries for the first year Beginning Teachers, second year Beginning Teachers, and the Career I Teachers will be paid according to the salary provisions of the law. Any remaining funds from the District's appropriation will be distributed to all other remaining teachers equally. Calculations of this supplement will be made as soon as possible when staffing is completed for the following school year. These funds will be distributed within thirty (30) days after the District received the monies from the State of Iowa, beginning with the first installment.

### **21.02 Definitions**

New Professionals Mentoring Program: Ventura Community School District's program of support and assistance for New Professionals

New Professionals: Any licensed individual in his/her first or second year of teaching. All New Professionals must participate in the New Professional Mentoring Program

Instructional Mentor: A teacher who has been trained and assigned to provide assistance to a New Professional in the District's New Professional Mentor Program.

### **21.03 Evaluation Procedures**

Beginning Teacher Evaluations: The model Comprehensive Evaluation developed by the Iowa Department of Education pursuant to Section 256.9(51) of the Iowa Code, shall be the basis for negotiating the evaluation to be utilized by the District to determine successful completion of the mentoring program under Chapter 284 of the Iowa Code.

All professional assistance and interaction between the Instructional Mentor and the New Professional shall be confidential. All written and oral comments between the two shall be confidential. If the Instructional Mentor violates the confidentiality agreement, that Mentor shall be removed from the program. The exception to this confidentiality clause concerns child safety issues. This clause does not interfere with mandated child reporting procedures. The exception to this confidentiality clause shall be if the New Professional requests that information be shared with an evaluator when all parties are present. Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional. Instructional Mentors shall not provide data or testimony in subsequent job renewal, termination, arbitration, or licensure proceedings.

An Instructional Mentor shall not participate in any informal or formal evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued district employment or recommendations for continuation or renewal for licensure of a New Professional. Other than a notation to the effect that a teacher has served as an Instructional Mentor, a teacher's activities as an Instructional Mentor shall not be part of that teacher's evaluation.

### **21.04 Wages**

Instructional Mentor: Each Instructional Mentor shall receive a minimum of \$500 per semester for mentoring one New Professional. Instructional Mentors shall volunteer: If there are not enough volunteers to mentor New Professionals, individuals may agree to mentor more than one New Professional.

### **21.05 Professional Leave**

All New Professionals and Instructional Mentors shall have the option of attending at least one-half of the training meetings during the work day.

### **21.06 Process for Dissolving Mentoring Partnership**

If a Mentor/New Professional team experience difficulty or the New Professional relationship is not working, either the Mentor or the New Professional may request that a new mentor be assigned. The request shall be granted and a new mentor assigned within ten (10) business days.

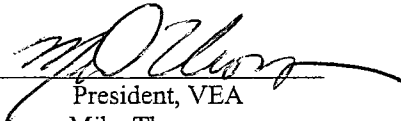
**ARTICLE 22: FINALITY AND EFFECT OF AGREEMENT**

- 22.01 This Agreement supersedes and cancels all previous agreements, and practices between the School District and the Association, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.


**ARTICLE 23: COMPLIANCE CLAUSES AND DURATION**

- 23.01 Separability. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- 23.02 Printing Agreement. The Board shall print sufficient copies of this Agreement and furnish to each employee a copy thereof and twenty (20) copies to the Association. The Association shall pay the cost of its copies.
- 23.03 Duration Period of Agreement. This Agreement shall be effective for a period of one (1) year commencing July 1, 2006, and continuing through June 30, 2007.
- 23.04 Signature Clause. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents with their signatures placed thereon, all on the 5th day of June, 2006.

VENTURA EDUCATION ASSOCIATION

By:   
President, VEA  
Mike Thompson

VENTURA BOARD OF EDUCATION

By:   
President, BOE  
Larry P. Costello

**SCHEDULE 'A'**  
**VENTURA COMMUNITY SCHOOL DISTRICT**  
**SALARY SCHEDULE**  
**2006-2007**

Step	BA	BA+12	BA+24	MA
4	23575	24290	25025	25780
1 & 2	24225	24960	25715	26490
3	24875	25630	26405	27200
4	25525	26300	27095	27910
5	26175	26970	27785	28620
6	26825	27640	28475	29330
7	27475	28310	29165	30040
8	28125	28980	29855	30750
9	28775	29650	30545	31460
10	29425	30320	31235	32170
11	30075	30990	31925	32880
12	30725	31660	32615	33590
13	31375	32330	33305	34300
14		33000	33995	35010
15			34685	35720
16				36430

**SCHEDULE 'C'**  
**LONGEVITY PAY SCHEDULE**

Year off schedule	BA	BA+12	BA+24	MA
1	941	990	1041	1093
2	1255	1320	1387	1457
3		1650	1734	1822
4		1980	2081	2186
5			2428	2550
6			2775	2914
7				3279
8				3643

**SCHEDULE 'B'**  
**2006-2007 EXTRACURRICULAR PAY SCHEDULE**

(Percentage of B.A. Lane Salary: Proper step determined by experience in that activity. Experience credit allowed for appropriate volunteer assisting, etc. in the Ventura system)

### MAJOR SPORTS (BASKETBALL AND FOOTBALL)

<u>Football:</u>	Head	13%	<u>Basketball:</u>	Head	13%
	Asst.	7%		Asst.	7%

### MINOR SPORTS (TRACK, GOLF, TENNIS AND VOLLEYBALL)

<u>Track:</u>	Head	12%	<u>Golf:</u>	Head	3% (each for B&G)
	Asst.	7%		Asst.	1.5%

<u>Tennis:</u>	Head	2% (each for B&G)	<u>Volleyball:</u>	Head	12%
	Asst.	1%		Asst.	7%

<u>Cross Country:</u>	Head	3% (each for B&G)	<u>Athletic Director:</u>	15%
	Asst.	1.5%	<u>Assistant Athletic Director:</u>	3%

<u>Baseball</u>	Head	12%	<u>Softball</u>	Head	12%
	Ass't	7%		Ass't	7%

### JUNIOR HIGH SPORTS (FOOTBALL, BASKETBALL, TRACK AND VOLLEYBALL)

Football:            4%                                  Basketball:            5%

Track: 4% (each for B&G) Volleyball: 4%

## MISCELLANEOUS

Cheerleading Coach (Includes all sports.)      Football - 1%, Basketball - 3%,  
Fall (7-8) - 1%, Winter (7-8) - 1%

High School Drama and Speech (Plays and contests) Fall Play - 3%, Spring Play - 3%,  
Contests - 6%. Musical – 2%

SES Sponsor	2%	Vocal Music (incl. contests/evening programs)	9%
Yearbook	6%	Instrumental Music (incl. contests/evening programs)	9%
Magazine Sales	1%	Honor Society Sponsor	2%
School Candy Sales	2%	Student Government (includes Homecoming)	5%
Prom	4%	Concessions	5%
Drill Team	2%	Ass't Homecoming	\$250.00

Chaperones for Spectator Bus	\$20.00
Filming (per event)	\$10.00
Timekeeper (BB and FB)	Minimum Wage
BB Scorebook	Minimum Wage

Girls' Chaperone	There is to be no reimbursement for these positions, if volunteers are available
Elementary Music Program	\$35.00 when required by administration
Supervision Fee	\$25.00 when required by administration
Ticket Sellers and Game Supervision Fee	\$25.00 when required by administration
Weight Room Supervision	1.5 hours per day; 3x a week during school year @ certified associate wage 1.5 hours per day, 3x a week for 12 weeks during the summer @ certified associates wage

**SCHEDULE 'D'**  
**DUES DEDUCTION AUTHORIZATION FORM**

I, \_\_\_\_\_, hereby request and authorize the Board of  
first name    initial    last name

Education of the Ventura Community School District as my remitting agent, to deduct from my earnings each month until  
this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment  
of the prevailing rate of dues, which amount is to be remitted each month for me on my behalf to the Treasurer of  
the Ventura Education Association (Affiliate of the Uniserv Unit, ISEA, NEA).

It is understood that this authorization shall begin on the first payroll period following this date and shall continue for  
successive periods of one (1) year unless revoked in writing by thirty (30) days notice to my Employer and the  
Ventura Education Association.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Total Dues \_\_\_\_\_

Social Security Number \_\_\_\_\_